



Health Services
LOS ANGELES COUNTY

March 5, 2013

**Los Angeles County
Board of Supervisors**

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director Strategic Planning

313 N Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective
health care to Los Angeles County
residents through direct services at
DHS facilities and through
collaboration with community and
university partners*



www.dhs.lacounty.gov

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL OF AMENDMENTS TO PROPOSITION A
DIETARY AND CONCESSION SERVICES AGREEMENTS
(ALL DISTRICTS)
(4 VOTES)**

SUBJECT

Request approval of amendments to extend the term of existing Proposition A agreements for dietary and concession services at various Department of Health Services facilities.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Chairman to sign the attached Amendment No. 17 to Proposition A (Prop A) Agreement No. 70295 with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison), effective upon approval by the Board, to extend the term of the Agreement for the period of April 1, 2013 through March 31, 2014 for the continued provision of dietary services at Harbor-UCLA Medical Center (H-UCLA MC) for an estimated cost of \$4,920,000.
2. Approve and instruct the Chairman to sign the attached Amendment No. 8 to Prop A Agreement No. 74158 with Morrison, effective upon approval by the Board, to extend the term of the Agreement for the period of April 1, 2013 through March 31, 2014, for the continued provision of dietary and concession services at LAC+USC Medical Center (LAC+USC MC) for an estimated cost of \$10,333,092.
3. Approve and instruct the Chairman to sign the attached Amendment No. 17 to Prop A Agreement No. 70294 with Morrison, effective upon approval by the Board, to extend the term of the Agreement for the period of April 1, 2013 through March 31, 2014, for the continued provision of dietary services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK MACC), and Hubert H. Humphrey

Comprehensive Health Center (Humphrey CHC) for an estimated cost of \$1,364,000 and \$43,000 respectively.

4. Approve and instruct the Chairman to sign the attached Amendment No. 18 to Prop A Agreement No. 70694 with Morrison, effective upon approval by the Board, to extend the term of the Agreement for the period of April 1, 2013 through March 31, 2014, for the continued provision of dietary and concession services at Olive View-UCLA Medical Center (OV-UCLA MC) and registered dietician services at High Desert Multi-Service Ambulatory Care Center (HD MACC) for an estimated cost of \$4,105,604 and \$51,276 respectively.
5. Approve and instruct the Chairman to sign the attached Amendment No. 19 to Prop A Agreement No. 68444 with Sodexo Operations, LLC (Sodexo), effective upon approval by the Board, to extend the term of the Agreement for the period of April 1, 2013 through March 31, 2014, for the continued provision of dietary and concession services at Rancho Los Amigos National Rehabilitation Center (RLANRC), for an estimated cost of \$4,273,740.
6. Delegate authority to the Director, or his designee, to extend all the services under the agreements on a month-to-month basis for an additional six-month period at the same rates, effective April 1, 2014 through September 30, 2014.
7. Delegate authority to the Director, or his designee, to 1) extend Agreement No. 70294 on a month-to-month basis, if necessary, beyond the expiration date of March 31, 2014, under the same terms and conditions until the dietary services at the new Martin Luther King, Jr. Hospital are operational; and 2) terminate the Agreement by issuing a prior written notice in accordance with the termination provisions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

Approval of the first six recommendations will allow for the continued provision of essential dietary and concession services at Department of Health Services (DHS) facilities pending the completion of a Request for Proposals (RFP). The current Agreements expire on March 31, 2013 and additional time is needed to complete a Prop A-compliance acquisition process. The contractors have agreed to hold the same rates, terms and conditions, which includes all current County-mandatory contracting requirements for the proposed one-year extension.

On March 13, 2012 approval was requested, and the Board authorized, the extension of these contracts in order to allow for the completion of an audit on the current contracts. Based on the audit's findings, the Department determined that an addendum to the RFP would be warranted to ensure clarity and to strengthen the terms and conditions in the RFP's sample agreement, in particular as it relates to clarifying how the services are to be categorized for purposes of allowable costs under the agreement.

At that time, DHS was confident that the RFP process could be completed in the timeframe authorized by the Board. However, DHS has been unable to release the RFP Addendum because the audit issues turned out to be more complicated than anticipated. Further, due to some of the hospitals being bond financed facilities, outside tax counsel has advised that the concession portion of the RFP needs to be modified to conform with IRS bond requirements. Therefore, because of the complications inherent in creating a new model for an existing service, in conjunction with issues related to the audit recommendations, more time to work with outside tax counsel to finalize a new payment structure for these contracts is needed so that DHS may complete the RFP.

Approval of the last recommendation will ensure the dietary services are available at MLK MACC and Augustus F. Hawkins Mental Health Center until the dietary services at the new Hospital become operational. At that time, MLK MACC and LAC+USC MC (for Augustus Hawkins) plan to contract with the vendor selected for the new Hospital's dietary services in order to meet County patients' needs for dietary services, as well as to meet the requirements by The Joint Commission. In addition, when the new Hospital's cafeteria is operational MLK MACC will also close its own cafeteria to save the operating budget of running a cafeteria. At that time, MLK MACC staff and visitors will be allowed use the new Hospital's cafeteria. To accomplish these goals, DHS needs the flexibility to extend the current dietary agreement on a month-to-month basis, if necessary, and terminate the agreement in a timely manner in order not to spend any public funds unnecessarily.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost for each facility during the recommended extension period is as follows: \$4,920,000 for H-UCLA MC; \$10,333,092 for LAC+USC MC; \$1,364,000 and \$43,000 for MLK MACC and Humphrey CHC, respectively; \$4,105,604 and \$51,276 for OV-UCLA MC and HD MACC, respectively; \$4,273,740 for RLANRC; and for a total of \$25,090,712.

Funding is included in the DHS Fiscal Year 2012-13 Final Budget and will be requested in future years.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Agreements may be terminated for convenience by the County in its sole discretion, with no less than thirty (30) days' written notice.

All agreements have the current Living Wage language and the contractors are in compliance with the Living Wage Program. The Agreements also include the latest Board policies

County Counsel has reviewed and approved Exhibits I, II, III, IV, and V as to form.

CONTRACTING PROCESS

Not applicable

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval of the recommendations will allow for the continued provision of dietary and concession services at DHS facilities.

Respectfully submitted,



Mitchell H. Katz, M.D.
Director

MHK:jc

Enclosures (5)

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**DIETARY SERVICES AGREEMENT
HARBOR-UCLA MEDICAL CENTER**

AMENDMENT NO. 17

This Amendment is made and entered into this ____ day of _____, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 3, 1996, further identified as County Agreement No. 70295 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes in accordance with Paragraph 41, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall become effective upon approval by the Board of Supervisors.
2. Agreement Paragraph 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

“1. TERM:

A. The term of this Agreement shall commence on September 1, 1996, and shall continue in full force and effect to and including March 31, 2014, unless sooner canceled or terminated as provided herein. The Director of Health Services may extend the Agreement on a month-to-month basis for up to six months through September 30, 2014, under the same terms and conditions. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Monthly payment shall remain the same as referenced in Amendment No. 14, Schedule 15.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: _____

Title: _____

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
County Counsel

**DIETARY SERVICES AGREEMENT
LAC+USC MEDICAL CENTER**

AMENDMENT NO. 8

This Amendment is made and entered into this ____ day of _____, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 17, 2002, further identified as County Agreement No. 74158 and any amendments thereto (hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes in accordance with Paragraph 42.0, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon approval by the Board of Supervisors.
2. Agreement Paragraph 1.0, TERM, Subparagraph 1.1, shall be deleted in its entirety and replaced by the following:

“1.0. TERM:

1.1. This Agreement shall become effective on October 1, 2002 and shall continue in full force and effect to and including March 31, 2014, unless sooner canceled or terminated as provided herein. The Director of Health Services may extend the Agreement on a month-to-month basis for up to six months through September 30, 2014, under the same terms and conditions. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Monthly payment shall remain the same as referenced in Amendment No. 2, Schedule 3.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: _____

Title: _____

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
County Counsel

DIETARY SERVICES AGREEMENT
MARTIN LUTHER KING, JR. MULTI-SERVICE AMBULATORY CARE CENTER
AMENDMENT NO. 17

This Amendment is made and entered into this ____ day of _____, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 3, 1996, and further identified as County Agreement No. 70294 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, the services included hereunder provide for a part-time registered dietitian at Hubert H. Humphrey Comprehensive Health Center; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes in accordance with Paragraph 41, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon approval by the Board of Supervisors.

2. Agreement Paragraph 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

“1. TERM:

A. The term of this Agreement shall commence on September 1, 1996, and shall continue in full force and effect to and including March 31, 2014, unless sooner canceled or terminated as provided herein. The Director of Health Services may extend the Agreement on a month-to-month basis, under the same terms and conditions. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Monthly payment shall remain the same as referenced in Amendment No. 13, Schedule 14.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: _____

Title: _____

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
County Counsel

**AGREEMENT FOR DIETARY SERVICES
AT OLIVE VIEW-UCLA MEDICAL CENTER**

AMENDMENT NO. 18

This Amendment is made and entered into this ____ day of _____, 2013
by and between the COUNTY OF LOS ANGELES (hereafter "County"), and
MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE,
INC. (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "AGREEMENT
FOR DIETARY SERVICES AT OLIVE VIEW-UCLA MEDICAL CENTER", dated
May 13, 1997, further identified as County Agreement No. 70694 and any amendments
thereto (all hereafter referred to as Agreement"); and

WHEREAS, the services included hereunder provide for a part-time registered
dietician at High Desert Health System; and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its
term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes in accordance with
Paragraph 41, ALTERATION OF TERMS, may be made in the form of a written
amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon approval by the Board of
Supervisors.

2. Agreement Paragraph 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

“1. TERM:

A. The term of this Agreement shall commence on June 1, 1997, and shall continue in full force and effect to and including March 31, 2014, unless sooner canceled or terminated as provided herein. The Director of Health Services may extend the Agreement on a month-to-month basis for up to six months through September 30, 2014, under the same terms and conditions. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Monthly payment shall remain the same as referenced in Amendment No. 15, Exhibit B-14.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

MORRISON MANAGEMENT SPECIALISTS, INC.,
dba MORRISON HEALTH CARE, INC.
Contractor

By: _____

Title: _____

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
County Counsel

**AGREEMENT FOR DIETARY SERVICES
AT RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER**

AMENDMENT NO. 19

This Amendment is made and entered into this ____ day of _____, 2013 by and between the COUNTY OF LOS ANGELES (hereafter "County"), and SODEXO OPERATIONS, LLC (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS MEDICAL CENTER", dated July 18, 1995, further identified as County Agreement No. 68444 and any amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes in accordance with Paragraph 41, ALTERATION OF TERMS, may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective upon approval by the Board of Supervisors.
2. Agreement Paragraph 1, TERM, Subparagraph A, shall be deleted in its entirety and replaced by the following:

“1. TERM:

A. The term of this Agreement shall commence on August 1, 1995, and shall continue in full force and effect to and including March 31, 2014, unless sooner canceled or terminated as provided herein. The Director of Health Services may extend the Agreement on a month-to-month basis for up to six months through September 30, 2014, under the same terms and conditions. The County maintains databases that track/monitor Contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise an Agreement term extension option.”

3. Monthly payment shall remain the same as referenced in Amendment No. 13, Schedule 13.

4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

/

/

/

/

/

/

/

/

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be executed by its Chairman and Contractor has caused this Amendment to be executed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By: _____
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI
Executive Officer of the
Board of Supervisors of
the County of Los Angeles

SODEXO OPERATIONS, LLC
Contractor

By: _____

Title: _____

By: _____
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: _____
County Counsel